



The Contractor–Client Relationship

by Adam Jacobs

When I was discussing what I might write for this article with Barry, our esteemed Editor-in-Chief, he told me of his idea for writing about contractor–client relations, discussing things like ‘The Client From Hell’. Funnily enough, as soon as he mentioned that phrase, a particular client sprang to mind (not one of my current ones, I hasten to add). I am sure that all you contractors reading this will also have thought of your own CFH by now, and that the rest of you will have horror stories to tell of Contractors From Hell. This made me think about what it is that makes contractor–client relations work well, and what makes them go horribly wrong, so that is what I am going to write about here. Those of you who want to know all the gory details of CFHs can read about them elsewhere in this issue. I should mention first that my thoughts on the subject are mostly from the contractor’s point of view: I have previously worked in a CRO and a communications agency, and currently work freelance, but I have never been the client.

I think what really makes the difference between relationships that work well and those that don’t is communication. Clients need to communicate their needs effectively, and contractors need to communicate how they are intending to meet those needs, particularly if any problems arise along the way. Before I turn to medical writing, I’ll illustrate this with an example that is even more dear to my heart, namely food (those of you who have met me will no doubt have realised that I didn’t get a figure like this from drinking Diet Coke).

One relationship that works well is when I am a client of the Colliers Wood Tandoori. I have their menu at home, and if I phone them to ask them to deliver my dinner, I can pick things off the menu and tell them what I want. For example, their menu describes ‘onion bhaji’ as ‘sliced onions blended with spices and deep fried’. If I order onion bhaji, I have given them a very specific request, which they know exactly how to fulfil. When an onion bhaji turns up at my door within the next hour, it will be exactly what I was expecting, and I am a satisfied client.

This may sound trivially simple, but let’s have a look at how even something like ordering food can go horribly wrong. Earlier this year, I went on holiday to Egypt. I did my best to learn Arabic, but never really got beyond the Arabic for ‘two beers please’. (This is not necessarily the most useful phrase to learn in many of the Arab countries, but it did me sterling service in Egypt.) Most Egyptians, especially those working in hotels and the like, speak flawless English, so usually my poor Arabic didn’t matter. However, in one of our hotels, the waiter’s English was equally poor. Our meal became something of a guessing game, where what I thought I’d ordered and what the waiter actually brought had very little in common. This breakdown in communications left me a very unsatisfied client. For all I know, the waiter may well have gone away thinking of me as the Client From Hell.

Contracting out medical writing is really no different to ordering food, except that (1) communicating your requirements is vastly more complicated, and (2) it is not such a great way to make a good impression on a first date. The increase in the complexity of the task brings with it a proportionate increase in the scope for poor communication, even if you think you are both speaking the same language. Communication always works best if it is direct, of course. Ideally, the person doing the writing should have a direct line of communication with the person who wants the writing done. If the client deals not directly with the writer, but with the writer's boss, for example, extra scope for misunderstandings creeps in. The more people who join in the chain between the writer and the ultimate client (account managers, project managers, etc), the more the whole process turns into a game of Chinese whispers. In my own experience with the CFH I alluded to earlier, I think there were about five people in the chain. I didn't even know who the person at the other end of the chain was.

Before a contractor starts a piece of work for a client, it is essential that both parties agree exactly what the contractor is supposed to do. An onion bhaji may be easy to define, but most medical writing projects are less so. For example, if I am contracted to write a clinical study report, does the client expect me to produce the end-of-text tables? If I am writing a manuscript for publication, will the client supply the references for me to cite in the introduction section, or will I need to do an extensive literature search? The permutations are endless. Exactly what is required is up to the client, and a good contractor will fit in with the client's requirements.

The important thing is that everyone should agree on what is required from the outset. For example, if a contractor starts writing a clinical study report thinking that he or she was not preparing end-of-text tables, and the client thinks otherwise, bad things start to happen. The contractor will be upset about doing the extra work for no extra pay (if a fixed price for the project was agreed in advance), and the client will wonder why the report ends up taking two weeks longer than originally agreed. All this unpleasantness can easily be avoided if everyone just takes a little bit of trouble to agree what exactly is being contracted out. It is essential that this agreement should be in writing, as the scope for misunderstandings on the phone is huge. Most projects can be described adequately in a single page of A4, and in my opinion there is no need for a formal contract drawn up by the company's legal department. Such contracts can be great time-wasters. If your company policy insists that all agreements are governed by a formal contract, you will have to put up with it, but otherwise I would recommend avoiding them. Yes, a formal contract will stand up in court better, but if you think you are going to sue your client/contractor, then why are you doing business with them in the first place?

An agreement about what is required is a good starting point, but must not be the end of the communication process. Not all projects run completely according to plan, and a wise contractor will let the client know of any problems. A client is unlikely to be impressed when receiving a clinical study report with a little note that says 'I haven't addressed the primary response variable in the report, because it was missing from the data tables you provided.' Most clients would probably have preferred to be told about this so that they could go and hit the statistician repeatedly with a large stick until the primary response variable regains its rightful place in the data tables, hopefully in time to be included in the report by the original deadline. However, there is a balance to be struck. A client who is too busy to write a report in the first place won't appreciate being

phoned every 5 minutes whenever the contractor has a vague hint of a doubt about something. If problems come up during a project which are important enough to deserve the client's attention, but not so important that they need immediate action (missing drug batch numbers, for example) then it is worth making a list of them. The list can be given to the client after it seems unlikely that more problems will emerge, but while there is still time to do something about the problems before the deadline.

Talking of deadlines, Douglas Adams once said 'I like deadlines. I particularly like the sound they make as they go whooshing past.' This is not an attitude I would recommend to any contractor. It is worth remembering that clients may be contracting out the work in the first place only because they have an urgent deadline that they don't have the capacity to meet in-house. It is extremely discourteous for a contractor to agree to a deadline and then miss it. Sometimes this may be inevitable, because of illness, catastrophic computer failures, etc, but if this happens, then it is essential to contact the client at the earliest opportunity to let them know about the delay. A client should *never* have to phone a contractor when the deadline has already past to ask where their manuscript is. To return to our previous example, how would you feel if you phoned your local tandoori, they told you that your curry would be with you in 30 minutes, and an hour later there was still no sign of it? I am proud to say that I have never missed a deadline in all the time I have worked freelance (my articles for *The Write Stuff* don't count, Barry, I'm talking about paid work here), which I don't ascribe to any superhuman writing speed on my part, but rather to my ruthless attitude when agreeing to deadlines. There is a temptation to agree to whatever deadline a client asks for so that they won't take their business elsewhere. This temptation must be resisted. There is always the risk that the client will go elsewhere, but the chances are they'll come back again after the contractor who agreed to their impossible deadline failed to deliver on it. The problem can be particularly unpleasant when a boss agrees to deadlines on his or her writer's behalf, without consulting the writer.

Clients also have their bit to do in making sure that relationships run smoothly. If, for example, you want a manuscript based on a study report to focus on the drug's tolerability, then you need to tell the contractor. Otherwise, you have only yourself to blame if you get a manuscript with 2000 words describing the drug's efficacy and a single sentence on tolerability. Contractors are not mind readers. Similarly, if there is something you don't like about the contractor's writing, then say so, unless you want it repeated in the next piece of work. While it is discourteous for contractors to be late delivering manuscripts, it is equally discourteous for clients to be late paying their bills. If an invoice says 'payable within 30 days', this means within 30 days from the date of the invoice, not 30 days after the person in the accounts department gets back from holiday, discovers the invoice hiding underneath an abacus, and says 'the cheque is in the post'. Of course, contractors need to remember that once an invoice has gone into the company accounts department, your client may have no more control over what happens to it than you do, particularly if your client works in a large company, so a little understanding is worth cultivating. You can always charge that client extra next time around.

Like a marriage, relationships between contractors and clients seldom work perfectly first time, but improve with practice. The best relationships are between clients and contractors who have worked together many times in the past and know each other's requirements and how to satisfy them. Meanwhile, I'm off to get my lunch, safe in the

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knowledge that Julie in the sandwich shop will know as soon as I walk through the door that whatever I order will need to be in a granary bap with no butter.

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